

EXHIBIT B

CAUSE NO. CV55361

JOSE ANTONIO HERNANDEZ, AS	§	IN THE DISTRICT COURT
INDEPENDENT CO-EXECUTOR OF	§	
THE ESTATE OF PATRICIA ANN	§	
BAVALI, and JENNIFER SUZANNE	§	
HERNANDEZ, AS INDEPENDENT	§	
CO-EXECUTOR OF THE ESTATE	§	
OF PATRICIA ANN BAVALI,	§	
<i>Plaintiffs,</i>	§	
	§	
v.	§	<u>23RD</u> JUDICIAL DISTRICT
	§	
EQUITABLE ADVISORS, LLC,	§	
<i>Defendant.</i>	§	WHARTON COUNTY, TEXAS

PLAINTIFFS' ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

NOW COMES Jose Antonio Hernandez, as Independent Co-Executor of the Estate of Patricia Ann Bavali, and Jennifer Suzanne Hernandez, as Independent Co-Executor of the Estate of Patricia Ann Bavali, Plaintiffs herein, complaining of Equitable Advisors, LLC, hereinafter called Defendant, who would show the Court the following:

I. DISCOVERY CONTROL PLAN

1. Plaintiffs intend that discovery be conducted under Discovery Level 2.

II. PARTIES AND SERVICE

2. Plaintiff Jose Antonio Hernandez is the Independent Co-Executor of the Estate of Patricia Ann Bavali, and a resident of Wharton County, Texas.

3. Plaintiff Jennifer Suzanne Hernandez is the Independent Co-Executor of the Estate of Patricia Ann Bavali, and a resident of Wharton County, Texas.

4. Defendant Equitable Advisors, LLC is a Delaware limited liability company authorized to do business in the State of Texas. Service may be effected upon Defendant

by serving its resident agent, Corporate Service Company d/b/a CSC-Lawyers Incorporating Service Company, at 211 E. 7th Street, Suite 620, Austin, Texas 78701-4234.

III. JURISDICTION AND VENUE

5. The District Court has subject matter jurisdiction over this action as Plaintiffs seek monetary relief of \$500,000 or less.

6. This Court has jurisdiction over the parties because Defendant is foreign corporation registered to do business in the State of Texas.

7. Venue in Wharton County is permissive in this cause under Section 15.002(a)(1) of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in this county.

IV. FACTS

8. Patricia Ann Bavali, Decedent, purchased an annuity from Defendant Equitable Advisors, LLC.

9. On or about May 13, 2021, Decedent instructed Defendant, in a form provided by Defendant, to withdraw the funds from her annuity and to deposit them into her personal bank account. A true and correct copy of the withdraw form is attached and fully incorporated herein by reference as Exhibit "A."

10. Decedent instructed that the entire annuity funds be direct deposited into her personal bank account and provided Defendant with a void check.

11. However, the funds were not deposited into Decedent's checking account and remain with Defendant.

12. Decedent passed away on May 24, 2021, in Wharton, Wharton County, Texas.

13. Jose Antonio Hernandez and Jennifer Suzanne Hernandez are the Independent Co-Executor of the Estate of Patricia Ann Bavali, under an order signed by the Wharton County Court on June 22, 2021 in Cause Number PR15332.

14. Pursuant to Section 351.054 of the Texas Estate Code, Jose Antonio Hernandez and Jennifer Suzanne Hernandez as the Independent Co-Executor of the Estate of Patricia Ann Bavali are permitted to commence suit on behalf of the estate to recover personal property or damages of the Decedent. TEX. EST. CODE § 351.054.

V. CAUSES OF ACTION

A. Declaratory Judgment

15. Plaintiffs incorporate by reference the allegations set forth above as if the same were fully set forth herein

16. Plaintiffs, bring this action under the provisions of the Uniform Declaratory Judgments Act, Texas Civil Practice and Remedies Code, Sections 37.001 to 37.011, to determine whether Decedent expressed clear intent that the funds currently held by Defendant are to be included within Decedent's Estate.

17. Plaintiffs request this Court render judgment declaring the Decedent's express intent that Decedent's annuity funds are to be included in Decedent's Estate and an order stating that Defendant is to tender Decedent's annuity funds to Plaintiffs.

B. Breach of Contract

18. Plaintiffs incorporate by reference the allegations set forth above as if the same were fully set forth herein.

19. Pleading in the alternative, Plaintiffs allege Defendant has breached a contract with Decedent.

20. Plaintiffs and Defendant have a valid enforceable contract.
21. The contract's terms are sufficiently clear enough that the parties know their obligations.
22. The contractual obligations of Decedent have been fully performed.
23. Defendant has failed to perform its contractual obligations, specifically, by failing to withdraw Decedent's funds from Decedent's annuity and depositing them into the personal bank account of Decedent at the instruction and request of Decedent.
24. Defendant's failure to perform as instructed and by retaining Decedent's funds constitutes a violation of its contractual obligation to Decedent.

C. Negligence

25. Plaintiffs incorporate by reference the allegations set forth above as if the same were fully set forth herein.
26. Pleading in the alternative, Plaintiffs allege Defendant has acted negligently by breaching a duty owed to Decedent.
27. Defendant owed a duty to Plaintiffs to follow the directions of the Decedent regarding the withdraw of the funds in Decedent's annuity and depositing said funds as directed by Decedent.
28. Defendant breached the duty to Plaintiffs by failing to deposit the funds in Decedent's personal bank account as directed by Decedent.
29. Defendant's breach of duty proximately caused injury to Plaintiffs.

VI. ATTORNEYS' FEES

30. Plaintiff reserves the right to amend this petition to recover attorney fees under the Uniform Declaratory Judgments Act, Section 37.001 to 37.011 of the Texas Civil Practice and Remedies Code.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiffs, Jose Antonio Hernandez, as Independent Co-Executor of the Estate of Patricia Ann Bavali, and Jennifer Suzanne Hernandez, as Independent Co-Executor of the Estate of Patricia Ann Bavali, respectfully pray that the Defendant be cited to appear and answer herein, and that upon a final hearing of the cause, judgment be entered for the Plaintiffs against Defendant as requested herein and further relief to which the Plaintiffs may be entitled at law or in equity, whether pled or unpled.

Respectfully submitted,

WADLER, PERCHES & KERLICK

101 West Burleson Street

Wharton, Texas 77488

Tel. (979) 532-3871

Fax. (979) 532-3508

/s/ JOHN D. PERCHES /S/

JOHN D. PERCHES

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ATTORNEYS FOR PLAINTIFFS

PLAINTIFF'S
EXHIBIT**A**

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EQUITABLE**Structured Capital Strategies®**
Variable and Index-Linked
Deferred Annuity Series
Withdrawal and Segment
Maturity Value Request FormEquitable Advisors, LLC
(Equitable Financial Advisors in MI & TN)
Equitable Distributors, LLC
For Assistance Call (877)-899-3743**Express Mail:**
Equitable Financial Life Insurance Company
Retirement Service Solutions
500 Plaza Drive, 7th Floor
Secaucus, NJ 07094-3619
Regular Mail:
Equitable Financial Life Insurance Company
Retirement Service Solutions
P.O. Box 1547
Secaucus, NJ 07096-1547
Fax Number:
(816)-701-8040**This form is used for**

- Segment Maturity Withdrawal - Sections 1, 2, 3, 6 and 7
- Immediate One-Time Withdrawal - Sections 1, 2, 4, 6 and 7

1. Owner's Information (Please print)Owner's Name (Last, First, Middle) Bavali, Patricia Ann

REDACTED 934

Certificate/Contract Number(s)

REDACTED 4975 (owner)

Joint Owner's Name (Last, First, Middle) (if applicable)

Owner's/Joint Owner's Daytime Phone Number(s)

Owner's Email jen. REDACTED@gmail.com

Annuitant's Name(s) (if other than Owner)

REDACTED

Address (Street, City, State, Zip Code)

East Bernard, TX 77435-8451

Financial Professional Name

FP Email Address

FP Phone Number

2. How To Receive Your Distribution

PLEASE COMPLETE THIS SECTION. IF YOU DO NOT COMPLETE THIS SECTION, WE WILL DEFAULT TO THE ADDRESS OF RECORD AND SEND YOU A CHECK VIA FIRST CLASS MAIL.

PLEASE PROVIDE A VOIDED CHECK FOR THE DIRECT DEPOSIT OR WIRE TRANSFER OPTION. IF YOU DO NOT, WE WILL DEFAULT TO THE ADDRESS OF RECORD AND SEND YOU A CHECK VIA FIRST CLASS MAIL.

☐ First Class Mail No Fee – Please allow 5-10 business days for delivery of your check.☒ Direct Deposit No Fee – Please enter your bank account information on lines below. Your bank or financial institution may take up to 2 or more business days to credit the funds to your account.☐ This bank account has been previously used by me to electronically receive funds from Equitable. I acknowledge that for my own security, if this cannot be verified, a check payable to me will be mailed to my address of record.☒ This bank account has not been used previously for electronic transfer of funds with Equitable. I acknowledge that for my own security, Equitable will attempt to validate the bank account, and if this cannot be verified, a check payable to me will be mailed to my address of record.

PLEASE NOTE: If we are unable to verify the bank account information based on the information you provided, a check will be mailed to your address of record.

Routing Number (9 digits): 113113392Account Number REDACTED 135Account Holder Name Patricia A. BavaliBank Name (Required) Wallis BankAddress of Bank 6510 Railroad St, Wallis TX 77485

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2. How To Receive Your Distribution (Continued)☐ Brokerage Account*

Brokerage Account Number _____

Financial Institution's Name (Required) _____

***A CHECK WILL BE SENT IN THE FOLLOWING CASES:** Not all brokerage accounts accept electronic payments. A check will be mailed to the client's address of record if the electronic payment is unable to successfully process. Distributions on custodial owned contracts will be sent to the custodian.

If you are taking a Immediate One-Time Withdrawal or Full Surrender, the options below are also available:

The Express Delivery and Wire Transfer fees will be deducted from the net proceeds of the withdrawal.

- ☐ **Express Delivery** \$35 fee – Allow 3 business days for delivery of your check.
- ☐ **Wire Transfer** \$90 fee – Please enter your bank account information on the lines below. Allow for next day delivery of your funds. You must attach a voided personal check for wire transfer requests. We cannot process your request without it.

Routing Number (9 digits): _____

Account Number: _____

Payee Name: _____

Financial Institution's Name (Required): _____

For Further Credit to:

Name of Client: _____

Account Number _____

Please attach a **VOID** check (Not a deposit slip)

Direct Deposit Agreement

By my signature in Section 7 I consent to the following:

- I certify that the bank account referenced above is under the same Ownership and Title as the annuity contract that is processing the withdrawal(s).
- By submitting the form with a voided check and signing below you are certifying that the bank routing number and bank account number provided are accurate. You should confirm these with your financial institution prior to submitting the form to ensure that you have the correct information for direct deposit. Incorrect information may misdirect and/or delay receipt of your funds.
- I certify that the above account(s) bears my name, that I am an unrestricted and authorized signor on each account and that the funds are being deposited to a financial institution within the US and will remain in a US bank. The funds will not be credited further into a bank located outside the U.S.. I authorize Equitable Financial Life Insurance Company ("Equitable") above to deposit the amount of my withdrawal automatically into my savings or checking account(s).
- Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and may subject such person to criminal and civil penalties.
- I hereby authorize Equitable to directly deposit the amount of my withdrawal in the account listed above at the above-named bank/financial institution. This authorization will become effective only upon acceptance by Equitable. This agreement will remain in full force and effect until Equitable has received written notification from me of its termination in such time and in such manner as to afford Equitable and my bank or financial institution a reasonable opportunity to act on it.
- In the event that Equitable notifies the financial institution that funds to which I am not entitled have been deposited to my account, in error, I hereby authorize and direct the financial institution to return said funds to Equitable as soon as possible. If the funds erroneously deposited to my account have been drawn from that account so that return of those funds by the bank to Equitable is not possible, I authorize Equitable to recover those funds by off-setting the amount erroneously paid to me from any future payments from Equitable until the amount of the erroneous deposit has been recovered, in full. It is understood that I will be notified by Equitable when this condition occurs.

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3. Segment Maturity Withdrawal

- Use this section to request full and partial withdrawals of Segment Maturity Values(s), on the Maturity Date(s).
- The applicable withdrawal(s) will only occur on the Maturity Date(s) of the designated Segment(s).
- You must make a Withholding Election in Section 6.
- **You must select a delivery option in Section 2 or your distribution will be delayed.**
- Withdrawal requests will not be processed, and a new form will be required, if your election does not designate the Segment(s) you wish to be included.
- The Maturity Date(s) listed in this section cannot be more than 12 months from the date we receive these withdrawal instructions.
- For Series B contracts, any applicable Contingent Withdrawal Charges will be assessed.

Please Choose One Option Below:

NOTE: If a Segment Maturity Date listed below is more than 12 months from the date we receive this form in our processing office, the withdrawal instructions for that Segment will not be processed.

- ☐ **Full Withdrawal of the Segment Maturity Value(s) from the Segment(s) below. Please indicate the Segment(s) on the line(s) below.**

Segment Type			
Index	Duration	Buffer	Maturity Date (mm/yyyy)
_____	_____	_____	____/____
_____	_____	_____	____/____
_____	_____	_____	____/____
_____	_____	_____	____/____
_____	_____	_____	____/____

- ☐ **Partial Withdrawal of the Segment Maturity Value(s) from the Segment(s) below. Please indicate which Segment(s) are included, and list a specific dollar amount or percentage to be withdrawn from each on the lines below.**

Segment Type			
Index	Duration	Buffer	Maturity Date (mm/yyyy)
_____%	_____	_____	____/____
_____%	_____	_____	____/____
_____%	_____	_____	____/____
_____%	_____	_____	____/____
_____%	_____	_____	____/____

- The remaining Maturity Value in excess of any maturity withdrawals will be allocated based on the maturity instructions on file. If you wish to change maturity instructions, please complete the Structured Capital Strategies® – Variable Annuity Series Investment Options Selection Form (catalog #146177).

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4. Immediate One-Time Withdrawal

- Minimum withdrawal amount is \$300.
- You must make a Withholding Election in Section 6.
- You must select a delivery option in Section 2 or your distribution will be delayed.

Full Surrender:

☒ By surrendering the contract I understand that Equitable is discharged from all other obligations under the contract and that the contract is no longer in force. All applicable charges will be assessed.

Please choose one:

- ☐ The original certificate/contract and any other forms required by Equitable are enclosed with this request.
- ☐ The original certificate/contract has been lost or destroyed.

Partial Withdrawal: Please enter an amount in Section 4A below OR amount(s) or percentage(s) in Section 4B on Page 4. DO NOT enter an amount in Section 4A if you would like to withdraw from specific investment options; use Section 4B instead.

A. Specific Dollar Amount Withdrawal In Standard Withdrawal Order

Please withdraw \$_____ from my account. Amount will be withdrawn in the following order:

- First from the VIO(s) on a pro rata basis.
- If the withdrawal exhausts the VIO(s), or if there is no investment in the VIO(s), the amount will be withdrawn from the Holding Account(s) on a pro rata basis.
- If the withdrawal exhausts the Holding Account(s), or if there is no investment in the Holding Account(s), the amount will be withdrawn from the Dollar Cap Averaging account.
- If the withdrawal exhausts the Dollar Cap Averaging account, or if there is no investment in the Dollar Cap Averaging account, the remaining amount will be withdrawn from the Protected Investment Option Segment(s) on a pro rata basis.

Skip the section below if you entered an amount in Part 4A above.

B. Specific Dollar Amount / Specific Percentage Withdrawal From Specific Investment Options

Below I have provided a specific dollar amount OR percentage (Please use whole %'s only) indicating which VIO(s)/Holding Account(s)/Protected Investment Option Segment(s) from which to take the withdrawal. Please attach an additional page if applicable.

(Please Note: If 100% of amounts in the VIO(s), Holding Account(s) and Dollar Cap Averaging account are requested, or if there are no funds available in any of these categories, you may then request to withdraw a specific dollar amount or percentage from the Protected Investment Option Segment(s). Funds cannot be withdrawn from the Protected Investment Option Segment(s) while there is still a positive account value in the VIO(s), Holding Account(s) or Dollar Cap Averaging account. If you submit this type of request, it will not be processed.

Variable Investment Options

Percentage	Variable Investment Option	Dollar Amount
_____ %	EQ/Money Market	\$ _____
_____ %	EQ/Core Bond Index	\$ _____
_____ %	EQ/Equity 500 Index	\$ _____

Standard Segment Type Holding Accounts

Percentage	Index	Duration	Buffer	Dollar Amount	Percentage	Index	Duration	Buffer	Dollar Amount
_____ %	S&P 500	1 Year	-10%	\$ _____	_____ %	S&P 500	3 Year	-10%	\$ _____
_____ %	Russell 2000	1 Year	-10%	\$ _____	_____ %	S&P 500	3 Year	-20%	\$ _____
_____ %	NASDAQ 100 ¹	1 Year	-10%	\$ _____	_____ %	Russell 2000	3 Year	-10%	\$ _____
_____ %	MSCI EAFE	1 Year	-10%	\$ _____	_____ %	Russell 2000	3 Year	-20%	\$ _____
_____ %	MSCI EM ¹	1 Year	-10%	\$ _____	_____ %	MSCI EAFE ^{1,7}	3 Year	-10%	\$ _____
_____ %	Financial SPDR ^{1,2}	1 Year	-10%	\$ _____	_____ %	S&P 500	5 Year	-10%	\$ _____
_____ %	DJ US REIT ^{1,2}	1 Year	-10%	\$ _____	_____ %	S&P 500	5 Year	-20%	\$ _____
_____ %	Gold Index ⁶	1 Year	-10%	\$ _____	_____ %	S&P 500	5 Year	-30%	\$ _____
_____ %	Oil Index ⁶	1 Year	-10%	\$ _____	_____ %	Russell 2000	5 Year	-10%	\$ _____
_____ %	Gold SPDR ^{1,2,7}	1 Year	-10%	\$ _____	_____ %	Russell 2000	5 Year	-20%	\$ _____
_____ %	Energy SPDR ^{1,2,7}	1 Year	-10%	\$ _____	_____ %	Russell 2000	5 Year	-30%	\$ _____
					_____ %	MSCI EAFE ^{1,4,7}	5 Year	-10%	\$ _____
					_____ %	MSCI EAFE ^{1,4,7}	5 Year	-20%	\$ _____
					_____ %	MSCI EAFE ^{1,4,7}	5 Year	-30%	\$ _____

Annual Lock Segment Type Holding Account

Percentage	Index	Duration	Buffer	Dollar Amount
_____ %	S&P 500 Annual Lock ^{4,7}	5 Year	-10%	\$ _____
_____ %	Russell 2000 Annual Lock ^{4,7}	5 Year	-10%	\$ _____
_____ %	MSCI EAFE ETF Annual Lock ^{2,4,7}	5 Year	-10%	\$ _____

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4. Immediate One-Time Withdrawal (Continued)**Choice Segment Type Holding Accounts***

Percentage	Index	Duration	Buffer	Dollar Amount	Percentage	Index	Duration	Buffer	Dollar Amount
_____ %	Choice S&P 500 ^{1,3,5}	3 Year	-10%	\$ _____	_____ %	Choice S&P 500 ^{1,3,4}	5 Year	-10%	\$ _____
_____ %	Choice Russell 2000 ^{1,3,5}	3 Year	-10%	\$ _____	_____ %	Choice S&P 500 ^{1,3,4}	5 Year	-15%	\$ _____
					_____ %	Choice S&P 500 ^{1,3,4}	5 Year	-25%	\$ _____
					_____ %	Choice Russell 2000 ^{1,3,4}	5 Year	-10%	\$ _____
					_____ %	Choice Russell 2000 ^{1,3,4}	5 Year	-15%	\$ _____
					_____ %	Choice Russell 2000 ^{1,3,4}	5 Year	-25%	\$ _____

Dollar Cap Averaging Account

Percentage	Variable Investment Option	Dollar Amount
_____ %	DCA EQ/Money Market ⁵	\$ _____

¹Not available in Oregon.²Not available in New York.³Not available in Minnesota for SCS 1 contracts (generally those contracts issued prior to February 22, 2016).⁴Not available for Series C and Series ADV.⁵Withdrawals from the DCA Account will terminate the Dollar Cap Averaging program. Upon termination, all funds will be transferred to the holding accounts for the destination funds, based on the current instructions on file.⁶Not Available for SCS 16 contracts (Contracts generally issued on or after February 22, 2016)⁷Not Available for SCS 1 contracts (Contracts generally issued prior to February 22, 2016)

*Choice Segments - Any Segment whose name begins with "Choice" uses the same index as the corresponding Standard Segment. The Choice cost is equal to 1% of the Segment Investment on the Segment Start Date for each year of the Segment Duration. We deduct the Choice cost from the Index Performance Rate of a Choice Segment, but only if the Index Performance Rate is positive for that Segment. Choice Segments are not available in all firms and jurisdictions.

You may request to withdraw a specific dollar amount or percentage from the Protected Investment Option Segment(s) below, ONLY IF:

- You have requested to withdraw the entire amount from the VIO(s), Holding Account(s) and Dollar Cap Averaging account, OR
- There are no funds available in the VIO(s), Holding Account(s) and Dollar Cap Averaging account.

Protected Investment Options

	Index	Duration	Buffer	Maturity Date (mm/yyyy)	
_____ %	_____	_____	_____	____/____/____	\$ _____
_____ %	_____	_____	_____	____/____/____	\$ _____
_____ %	_____	_____	_____	____/____/____	\$ _____
_____ %	_____	_____	_____	____/____/____	\$ _____
_____ %	_____	_____	_____	____/____/____	\$ _____
_____ %	_____	_____	_____	____/____/____	\$ _____
_____ %	_____	_____	_____	____/____/____	\$ _____
_____ %	_____	_____	_____	____/____/____	\$ _____
_____ %	_____	_____	_____	____/____/____	\$ _____
_____ %	_____	_____	_____	____/____/____	\$ _____
_____ %	_____	_____	_____	____/____/____	\$ _____

5. Withdrawal Instructions

Specific Withdrawal Instructions: please send to my bank account
Voided check provided. Full surrender

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6. Important Tax Notification & Withholding Election

- We will automatically withhold 10% Federal Income Tax from the taxable portion (NQ contracts) or the gross amount (all IRAs) of your withdrawal unless you check option A below.
- If you take distributions before you are age 59½, including those under which the withdrawal charge is waived, as described in your contract, a penalty tax of 10% of the taxable portion of your distribution may apply in addition to the income tax. Please consult your tax advisor.
- If this is a Roth IRA, even though your distribution may not be taxable, we are required to withhold Federal Income Tax from the gross amount of distribution, unless you elect out, as shown below. You will be able generally to compute the taxable amount, if any, of your Roth IRA withdrawal on your own tax return. We do not have to withhold if the distribution is clearly tax-free (for example, you have held this Roth IRA for more than 5 years and you are older than age 59½).
- Some states require us to withhold state income tax if Federal Income Tax is withheld.
- If you are a US citizen/legal resident and the check is sent abroad, we must withhold tax.
- If you are not a US citizen/legal resident we require additional information. In addition to this form, please send us a letter requesting this withdrawal, indicating your current residence and citizenship status, along with an IRS Form W-8BEN. We will withhold 30% tax unless your Form W-8BEN properly indicates to us that we may withhold at a different rate.
- **Please be advised:** Due to IRS implementation of the Foreign Account Tax Compliance Act (FATCA), taxable disbursements made to entity (business or trust) owners/payees may be subject to 30% withholding if proper documentation is not on file. Proper documentation is considered to be a properly completed and signed IRS Form W-9 for domestic entities. Foreign entities are expected to submit a properly completed and correct type of IRS Form W-8. In the event proper documentation is not on file with Equitable US (Equitable, MLOA & USFL), we will withhold the required 30% upon disbursement. For further details regarding the FATCA rules and regulations and how disbursements may be affected, please contact your tax advisor.
- Please consult your tax advisor for rules that apply to you.

Withholding Election:

- A. ☒ I do NOT want Federal Income Taxes (and state income tax, if applicable) withheld from my withdrawal or surrender. I have provided my U.S. residence address and correct Taxpayer Identification Number below. I have provided the correct Social Security Number for an individual or Employer Identification Number for a non-natural owner. I understand that I am responsible for the payment of estimated taxes, and that I may incur penalties if my payments are not enough. Under penalty of perjury, I certify that the following Taxpayer Identification Number is correct:
- ☒ Social Security No. / ☐ EIN / ☐ Other REDACTED
- B. ☐ I WANT to have 10% Federal Income Tax withheld from the taxable amount of my withdrawal or surrender (you may also designate an additional percentage below).
- C. ☐ I want an additional percentage of federal income tax withheld from my withdrawal or surrender: _____% + 10% = _____%.

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7. Signatures ALL CONTRACT OWNERS MUST SIGN AND DATE THIS FORM

- Please consult your prospectus for restrictions, minimum or maximum limitations, fees and other applicable information relating to your request.
- All transactions will be processed effective with the date this form is received (if all required information is provided) in the processing office, if that day is a business day.
- If we do not have an original signature on file, we will require a signature guarantee in order to process this transaction.
- Whether you are mailing or faxing this request in, you can call customer service at (877) 899-3743 to confirm whether we have your original signature on file.
- **Direct Deposit:** By my signature below I agree to the statements in the Direct Deposit Agreement in Section 2A.

I (We) hereby certify the following: (I) no bankruptcy proceeding, attachment, or other lien or claim is now pending against the owner(s), (II) the Taxpayer Identification Number(s) (Social Security Number(s) or Employer Identification Number(s), as applicable) on this form is correct, and (III) the owner(s) and annuitant are U.S. citizens, or are U.S. non-citizens who are legal residents or "resident aliens." (IV) If (III) is not true, I/we have provided appropriate documentation as to citizenship and residence.

Any person who knowingly and with the intent to defraud any insurance company or other person files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and may subject such person to criminal and civil penalties.

x *Patricia Bavali*

Owner (if owned by an entity, show title)

Date

X

Joint Owner (if applicable)

Date

X

Custodial Owner

Date

X

Assignees (if any) or Authorized Representative (include title)

Date

Signature Guarantee

As a protection against fraud, we require a signature guarantee (i.e., Medallion Signature Guarantee as required by us) for the following transaction requests:

- disbursements, including but not limited to partial withdrawals, surrenders, transfers and exchanges, \$250,000 and over;
- any disbursement requested within 30 days of an address change;
- any disbursement when we do not have an originating or guaranteed signature on file or where we question a signature or perceive any inconsistency between the signature on file and the signature on the request;
- any other transaction we require.

We may change the specific requirements listed above, or add signature guarantees in other circumstances, at our discretion if we deem it necessary or appropriate to help protect against fraud. For current requirements, please refer to the requirements listed on the appropriate form or call us at the number listed in this prospectus.

You can obtain a Medallion Signature Guarantee from more than 7,000 financial institutions that participate in a Medallion Signature Guarantee program. The best source of a Medallion Signature Guarantee is a bank, brokerage firm or credit union with which you do business. **A notary public cannot provide a Medallion Signature Guarantee. Notarization will not substitute for a Medallion Signature Guarantee.**

Medallion Signature Guarantee: (Please place medallion signature guarantee stamp below)

Each signature must be guaranteed by a bank, broker-dealer, savings and loan association, credit union, national securities exchange or other "eligible guarantor institution" as defined in rules adopted by the Securities and Exchange Commission. Signatures may also be guaranteed with a medallion stamp of the STAMP program or the NYSE Medallion Signature Program, provided that the amount of the transaction does not exceed the relevant surety coverage of the medallion. **A medallion signature guarantee may NOT be obtained through a notary public.**

Note: Endorsement guarantee is not acceptable.

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Hannah Rosenbaum on behalf of John Perches

Bar No. 00791427

hrosenbaum@wphk-law.com

Envelope ID: 94725724

Filing Code Description: Petition

Filing Description: Plaintiffs' Original Petition

Status as of 11/26/2024 1:06 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Brian CBankhead		bbankhead@wphk-law.com	11/26/2024 11:57:08 AM	SENT
John DPerches		jperches@wphk-law.com	11/26/2024 11:57:08 AM	SENT
Hannah Rosenbaum		hrosenbaum@wphk-law.com	11/26/2024 11:57:08 AM	SENT